



A certification mark for Emissions and  
Energy Performance of domestic wood  
& solid fuel stoves and fireplaces

## clearSkies Scheme Regulations



### **clearSkies Mark Ltd Scheme Rules Addendum**

Further to the UK government's announcement that it will continue to permit CE marked products to be placed on the market until 30th June 2025, clearSkies Mark will continue to accept CE marked Reports and products until that date.

Please note that the clearSkies Scheme Rules were updated in 2022 to recognise the new UKCA Requirements, prior to the aforementioned government decision.

All other changes will continue to apply.

Dated: **23<sup>rd</sup> January 2023**

Signed:

Andy Hill  
Chair  
clearSkies Mark Ltd



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**Version Control:**

- |           |                         |
|-----------|-------------------------|
| 03.2.20 - | version 1               |
| 27.2.20 - | version 2               |
| 25.6.20 - | version 3               |
| 15.8.20 - | version 4               |
| 1.8.22 -  | version 5               |
| 23.1.23 - | version 5 with addendum |

## 1. SCHEME DEFINITION

### 1.1 Background

The Stove Industry Alliance (SIA) is an association of stove manufacturers and distributors, wood fuel suppliers, flue and glass manufacturers and industry supporters with over 40 members. The SIA represents the stove industry with government departments such as Defra and BEIS.

From the outset, the SIA has sought to inform the public and the government about the carbon saving benefits of wood burning stoves.

In 2017 the SIA launched the SIA Ecodesign Ready Scheme in response to the implementation of directive 2009/125/EC of the European Parliament with regard to ecodesign<sup>1</sup> (Regulation 2015/1185) and labelling<sup>2</sup> (Regulation 2015/1186) requirements for solid fuel local space heaters. The Ecodesign Ready Scheme was designed to demonstrate that the stove industry represented by the SIA is committed to improving standards to ensure that new wood burning stoves are cleaner and more efficient thus improving the environment.

The Ecodesign Ready Scheme has successfully shown that modern clean burning stoves can meet the requirements of the Ecodesign regulations. They produce lower levels of emissions from wood burning than open fires and older wood burning stoves. It has led to a comprehensive range of appliances being available on the market that conform to the requirements of the Ecodesign regulations ahead of it coming into force in January 2022.

With a view to encouraging the industry to move beyond the minimum requirements set by the regulations, a new voluntary performance scheme, the clearSkies Scheme, has been developed.

clearSkies ratings, namely the certification levels, will show appliances that meet defined emissions and efficiency thresholds that exceed the minimum requirements set by the ecodesign regulation. Manufacturers of products that comply with the clearSkies Scheme requirements (as further detailed in these regulations) will be permitted to use the registered clearSkies Marks, further details of which are set out at Schedule 1 (the **clearSkies Marks**).

This document sets out:

1. who may be authorised to use the clearSkies Marks (see paragraphs 1.9, 2.1, and 2.3); the characteristics required of products (see paragraphs 1.9, 2.1, and 2.3);
2. how these characteristics will be measured and certified (see paragraphs 1.8 and 2.4);
3. how the use of the Marks will be supervised (see paragraphs 1.9 and 1.12, also see the **clearSkies Brand Guidelines** which are set out at Schedule 2;

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<sup>1</sup> COMMISSION REGULATION (EU) 2015/1185 of 24 April 2015 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for solid fuel local space heaters

<sup>2</sup> COMMISSION DELEGATED REGULATION (EU) 2015/1186 of 24 April 2015 supplementing Directive 2010/30/EU of the European Parliament and of the Council with regard to the energy labelling of local space heaters

The clearSkies Scheme will provide differentiation of emission and efficiency performance in the local solid fuel heaters market. It is expected that this will encourage manufacturers to produce more efficient and lower emitting appliances and enable users to discriminate between different appliances on the basis of their energy and environmental performances.

Ecodesign Regulation (EU) 2015/1185 24/4/2015 becomes mandatory on 1st January 2022. Thereafter, appliances on sale will be subject to formal compliance and market surveillance by government. The body currently responsible for such activities is the Office of Product Safety and Standards.

## **1.2 Definition & Structure:**

The clearSkies Scheme (“**the Scheme**”) is owned and operated by clearSkies Mark Ltd (“**the Company**”) which trades as **clearSkies**.

clearSkies Mark Ltd is an independent company limited by guarantee.

clearSkies Mark Ltd is incorporated under the Laws of England and Wales with registration number 12311369 and its registered office is The Barn, Old Shirehorse Centre, Clifford Lane, Clifford Chambers, Stratford-Upon-Avon, Warwickshire, United Kingdom, CV37 8HW. VAT Number GB 337 1875 81.

clearSkies Mark Ltd owns the clearSkies Marks. Their use is controlled by these regulations, the clearSkies Marks Licence (see Schedule 4) and the clearSkies Brand Guidelines. All members of the Scheme must abide by the regulations contained in this document as well as the terms of the clearSkies Marks Licence and the clearSkies Mark Brand Guidelines.

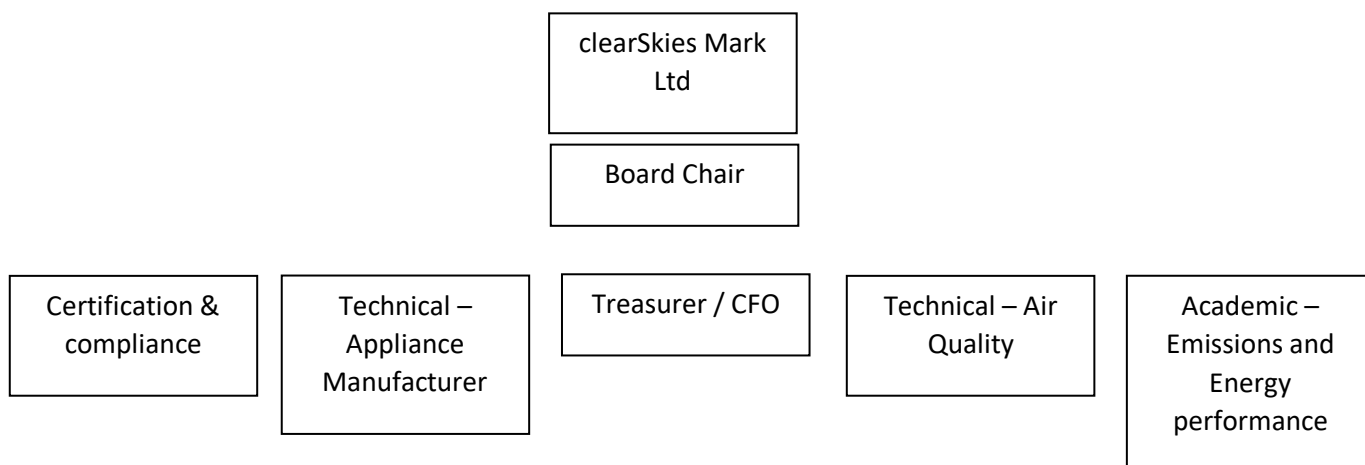
clearSkies was established to provide a means of communicating the efficiency and emissions performance of solid fuel fuelled, manually fed local space heaters and local space heaters with boilers.

Initially, the certification will be awarded in four levels, 2, 3, 4 and 5. Additional levels may be defined at the discretion of the Company. These will be assigned based on the result of a calculation using the results of measurements of; net efficiency, emission of carbon monoxide (CO), emission of nitrogen oxides (NOx), emission of organic gaseous carbon (OGC) and Particulate matter (PM / PME) emissions. This procedure is defined in detail in the scheme criteria (see paragraph 2.) The Company may introduce additional performance criteria in the future, if in the opinion of the Company, these are appropriate to further the objectives of the clearSkies performance mark.

The clearSkies Scheme was developed jointly by representatives of:

- appliance manufacturers
- chimney system manufacturers
- appliance testing laboratories
- bodies providing certification of biomass fuelled appliances

The clearSkies Mark Ltd board comprises 6 or more members, and will cover the skill sets outlined below.



All board members will have voting rights at Company board meetings.

Board meetings must be quorate for decision making. A quorum will be present if there are at least 4 members of the board present at the meeting, which may be held with members physically present or by video / telephone conferencing.

Any board decisions taken by email correspondence must have at least 4 members of the board ratifying the decision for the decision to have board authority.

The board may choose to invite non-members to attend board meetings.

The board will, at its discretion, appoint from its members or other suitably qualified persons the members of Appeals and Complaints committees.

### **1.3 Responsibilities**

As Scheme owner the Company is responsible for:

- Setting Scheme objectives
- Defining Scheme content i.e. Scope of the Scheme
- Operation of the Scheme including appropriate parties to undertake Scheme administration and product certification and publication of certified products
- Development of the Scheme, including Marketing, Review, Revision of requirements
- Maintaining Scheme integrity – including defining and operating dispute resolution (including appeals and complaints) procedures
- Evaluation of Scheme risks and liabilities
- Making arrangements to cover liabilities arising from its activities
- Financial resources including setting Scheme fees and agreeing processing fees with contractors

These are addressed below.

## **1.4 Scheme objectives**

The Scheme objectives are:

- To incentivise the development of cleaner more efficient products (ie wood burning local space heaters)
- Provide a nationally recognised standard of verified appliance performance in terms of emissions and efficiency
- To identify, by means of the clearSkies mark, products that achieve defined requirements at or beyond those defined by ecodesign
- To enable products in the market to be differentiated on the basis of performance, facilitating informed product selection by purchasers

These will be reviewed on an ongoing basis by the Company's board of directors and updated as necessary.

## **1.5 Scope of the Scheme**

The Scheme certifies solid fuel local space heaters and solid fuel local space heater boilers that meet net efficiency, emission of carbon monoxide (CO), emission of nitrogen oxides (NOx), emission of organic gaseous carbon (OGC) and Particulate matter (PM / PME) emissions criteria set out in paragraph 2. Certification of a product allows its producer to apply for a clearSkies Marks Licence to use the clearSkies Marks to indicate that the product is so certified.

As defined in the Scheme criteria (paragraph 2) and reproduced below:

“Solid fuel local space heaters are used to provide heat to spaces and people and objects within a space by convection and radiation.

Solid fuel local space heater boilers are used to provide heat to spaces and people and objects within a space by convection and radiation and to heat water for space heating or sanitary uses provided that the direct heat output is at least 6% of the combined direct and indirect heat output at nominal heat output.”

The scope of the clearSkies Scheme includes both types of solid fuel local space heater.

## **1.6 Scheme Operation**

The Company will outsource the Scheme administration and conformity assessment activities.

The operation of the clearSkies Scheme will be managed on behalf of clearSkies by an appropriately qualified organisation (“**Administrator**”) appointed by the Company.

The clearSkies certification Scheme conformity assessment will be delivered by a certification body (CB) appointed by the Company.

The Company may appoint the same organisation to provide both the administrative and certification functions.

## **1.7 Administrator Requirements and activities**

The Administrator shall behave impartially with regards to the Scheme operation.

The Administrator shall be an appropriately qualified Certification Body (“**CB**”).

The Administrator will collect Scheme fees defined by the Company from applicants and pass them to the Company. This will include any fees defined for access to the Scheme and any fees relating to inclusion of product entries in the clearSkies product list.

The Scheme will be operated through a web-based system. The Administrator will maintain and operate this system.

The Administrator will report on the operations of the Scheme to the Company. The Company will define and agree with the Administrator the information to be collected and reported. It will include information about complaints made to the Administrator with regards to the operation of the Scheme.

The Administrator will provide the necessary information and input to enable the Company to carry out the procedures defined in its dispute resolution document.

### **1.8 Certification Body (“CB”) Requirements**

The CB appointed will have the following characteristics:

- Be accredited under ISO 17065 for product certification activities in a similar technology area
- Have the necessary resources to undertake the processing of applications for clearSkies certification including to ensure impartiality and competence of personnel, and execution of evaluations
- Agree to abide by the rules of the clearSkies Scheme as defined by the Company.

The CB appointed will apply similar procedures to those defined for product certification activities undertaken under their ISO 17065 product certification accreditation unless or until the Company takes the necessary steps to enable accreditation through UKAS to be obtained with regards to the Scheme. In this case the CB will arrange to extend their scope of accreditation to be extended to include certification under the Scheme.

The CB will define procedures for dealing with non-conformities in accordance with the requirements of the Scheme.

### **1.9 Certification Body Methods and Procedures (need to be reflected in the CB procedures manual)**

The CB will define procedures to enable them to provide certification in accordance with the requirements of the Scheme.

The CB shall have a contract with each applicant with regards to each product certificated.

The CB shall report to the Company on the operation of the Scheme and provide information as agreed with the Company board of directors.

The main activities to be undertaken are:

#### *Certification*

- Receive applications – check that applications are complete
- Review applications – compare evidence with information stated in applications submitted, notify applicants of any non-conformities and allow opportunity for rectification.

- Address Non conformities – require the necessary information and evidence be supplied within 30 days except in the case where product testing is required in which case an application may be on hold for up to 90 days.  
NOTE: If the information required to address non-conformities is not supplied within these times the applications will be closed. The same products may be submitted again but will be treated as new applications with the associated charges applicable.
- Certification decision – make and record a certification decision for each entry
- Issue of certificates – certificates will be electronic only and in the form of an email notification
- At the first positive certification decision for each applicant organisation, issue the clearSkies Brand Guidelines and clearSkies Marks Licence
- Once the applicant has confirmed that they will abide by these regulations, the clearSkies Brand Guidelines and terms of the clearSkies Marks Licence to use clearSkies Mark the CB will issue the approved artwork provided by the Company

#### *Certification continuation*

- Notify certificate holders at intervals defined by the Company of the products currently certificated for which renewal is required through payment of fees related to the number of products certificated
- Check for which products continued certification is desired
- Confirm through declaration by certificate holders their continued compliance with the requirements of the Scheme including compliance with terms of licence, application of the clearSkies Brand Guidelines and approach to production quality control

#### *Certification records*

- Store securely the data relating to the certification process including evidence supplied in support of applications for certification.
- Retain the data relating to the certification process for 7 years after certification of a product ends.
- Make available the relevant information about certificated products to the Company for publication by the Company.

### **1.10 Publication of certified products**

The Company will operate a website for publication of certificated products which may include an image of the product, details of the product, details of the entity placing the product on the market in the United Kingdom and a statement of the certification level for the product.

### **1.11 Scheme Development**

Development of the Scheme includes a range of activities.

#### **Marketing of the Scheme**

The Company will promote the Scheme as a means for purchasers to identify products that meet or that exceed the minimum legal requirements with regards to emissions and efficiency performance.

They will do this through appropriate channels accessible to the target audience.

### **Review of Scheme**

The Company will monitor the Scheme and review its operation and effectiveness on an ongoing basis. This will be a standing item on the agenda for board meetings.

In addition, the Company will define other measured criteria which will trigger additional review actions.

### **Revision of requirements**

The Company, with support from its contractors, will identify prospective changes to standards and legislation and monitor their progress. Where appropriate the Scheme requirements will be reviewed and revised in response. This will include updating of Scheme documents, particularly the eligibility criteria.

## **1.12 Scheme Integrity**

The Company protects the integrity of the Scheme by defining conditions for certification and defining how and in what circumstances certification can be claimed.

### **General conditions for certification and changes**

The conditions for certification are defined in this paragraph and in the Scheme criteria, paragraph 2.

### **Fraudulent claim of certification – Definition – penalties**

Fraudulent claims of certification made by clearSkies certificate holders with regards to products not so certificated will be dealt with as defined in the clearSkies Marks Licence issued to them by the CB.

Fraudulent claims of certification made by parties that are not clearSkies Marks Licence holders will be pursued to the full extent permitted by the law.

## **1.13 Dispute Resolution**

The Company recognises that dispute may arise with regards to the Scheme in several ways, including but not limited to:

- Appeals by Account Holders with regards to certification decisions made the CB
- Appeals by third parties with regards to certification decisions made by the CB
- Complaints with regards to products certificated and listed by the Scheme
- Complaints with regards to the performance of the Company's appointed contractor for administration
- Complaints with regards to the performance of the Company's appointed certification body
- Complaints with regards to the existence and operation of the Scheme

The Company has defined procedures for complaint handling and for appeals processing. This is set out in the clearSkies Mark dispute resolution procedure.

## **1.14 Scheme Risks, Liabilities and Finance**

The Company will maintain awareness of factors which may affect the Scheme including:

- Market conditions
- Legislative changes proposed or implemented

- Standards changes proposed or implemented

The Company will assess whether these or other factors may affect the Scheme and liabilities which may apply to it.

The Company will make arrangements to enable it to meet any liabilities that may arise from its activities.

The Company will be financed by membership fees (for provision of a Scheme account), certification fees and product listing fees.

The Company will set the rates for these fees. It will agree with the appointed CB the certification processing fee rates. The fees are published from time to time in the Scheme Fee Sheet.

## 2. CERTIFICATION, LICENSING AND LISTING CRITERIA

### 2.1 Scope

All products that are certified under the Scheme must comply with these regulations, and the producers of those products must expressly consent to these regulations under the clearSkies Marks Licence.

The Scheme applies to solid fuel local space heaters that are used to provide heat to spaces and people and objects within a space by convection and radiation.

Solid fuel local space heater boilers are used to provide heat to spaces and people and objects within a space by convection and radiation and to heat water for space heating or sanitary uses provided that the direct heat output is at least 6% of the combined direct and indirect heat output at nominal heat output.

The scope of the Scheme includes both types of solid fuel local space heater.

The Scheme provides certification of products to a classified level from 2 to 5, according to index values calculated from the results of efficiency and emissions measurements.

The certification mark classifications for wood burning appliances are:

Compliant with CPR, and ecodesign and energy labelling regulations	Smoke Control Areas: Exempt Appliance <sup>3</sup>	Combined Index minimum threshold (see paragraph 2.4.1 of these regulations)	Certification mark classification	Description
YES	NO	0.000	2	Meets minimum legal requirements
YES	YES	0.000	3	
YES	YES	0.150	4	Exceeds minimum legal requirements
YES	YES	0.278	5	

<sup>3</sup> <https://smokecontrol.defra.gov.uk/appliances.php>

A single product may have a clearSkies classification for more than one fuel type. All products presented as compliant with the relevant Ecodesign requirements when burning solid fossil fuel shall be indicated with an unclassified clearSkies Mark. Only wood burning products will be awarded a classified clearSkies Mark, and no claims for any classification can be made in respect of appliances burning solid fossil fuels.

The product must be demonstrated to meet the Schemes requirements using each fuel for which clearSkies certification is sought. Measurements of the values of the relevant parameters are required for each fuel.

Applications for certification for a product pursuant to the Scheme may be made only by persons with the necessary authority from the company owning the brand under which the product is placed on the market in the UK.

## **2.2 Definitions**

Solid fuel roomheaters are specifically designed to be permanently installed with a space and to burn solid fuels to provide heat to the space and its contents and occupants.

The terms used in these criteria are defined as in the relevant regulation or standard:

‘solid fuel’ means a fuel which is solid at normal indoor room temperatures, including solid biomass and solid fossil fuel

‘woody biomass’ means solid biomass in the form of wood logs or briquettes comprising virgin wood only

‘non-woody biomass’ means biomass other than woody biomass, including, inter alia, straw, miscanthus, reeds, kernels, grains, olive stones, olive cakes and nut shells

‘fossil solid fuel’ means solid fuel other than biomass, including anthracite and dry steam coal, hard coke, low temperature coke, bituminous coal, lignite, peat, a blend of fossil fuels or a blend of biomass and fossil fuel

‘useful efficiency, at either nominal heat output’, ( $\eta_{th,nom}$ ) means the ratio of the useful heat output and the total energy input expressed in terms of NCV of a solid fuel local space heater, expressed in %;

‘Carbon monoxide emission’ means the mean carbon monoxide concentration calculated to 13 % oxygen ( $O_2$ ) content, (dry, 273 K, 1,013 hPa) in the flue gas expressed in  $mg/m^3$

‘ $NO_x$  emissions’ the mean  $NO_x$  concentration calculated to 13 % oxygen ( $O_2$ ) content, (dry, 273 K, 1,013 hPa) in the flue gas expressed as  $mg\ NO_2/m^3$

‘Emission of organic gaseous carbon (OGC)’ means the mean organic gaseous carbon concentration as  $mg\ C/m^3$  calculated to 13 % oxygen ( $O_2$ ) content, (dry, 273 K, 1,013 hPa) in the flue gas. NOTE: BS EN 16510-1:2018 provides clarification in that “The OGC content is expressed in propane equivalents” and is ascribed the units  $mg/Nm^3$  dry flue gas at 13%  $O_2$

‘Particulate matter (PM / PME) emissions’ means the mean particulate matter concentration expressed as  $mg/m^3$  for PM calculated to 13 % oxygen ( $O_2$ ) content, (dry, 273 K, 1,013 hPa) or as g/kg for PME in the flue gas

Parameter notation:

Parameter	Reported values	Rounded values	Normalised values
Useful efficiency at nominal heat output	$[\eta_{th, nom}]$	$[\eta_{th, nom}]_R$	$[\eta_{th, nom}]_N$
Particulate matter	[PM]	$[PM]_R$	$[PM]_N$
Carbon monoxide concentration	[CO]	$[CO]_R$	$[CO]_N$
Organic gaseous compounds concentration	[OGC]	$[OGC]_R$	$[OGC]_N$
Nitrogen oxides concentration	[NO <sub>x</sub> ]	$[NO_x]_R$	$[NO_x]_N$

## 2.3 Requirements

To be eligible for certification under the Scheme products must:

- Be designed to burn one or more solid fuels which must include woody biomass
- Be compliant with the applicable requirements of The Construction Products Regulations 2013 (Statutory Instrument 2013 No. 1387 implementing Regulation (EU) No 305/2011 of The European Parliament and of the Council of 9 March 2011 laying down harmonised conditions for the marketing of construction products and repealing Council Directive 89/106/EEC) and be CE marked
- Be compliant with the applicable requirements of Commission Regulation (EU) 2015/1185 of 24 April 2015 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to Ecodesign requirements for solid fuel local space heaters' as set out in its Annex II including:
  - meeting the relevant thresholds for performance and emissions applicable at the time for the following parameters:
    - Seasonal space heating energy efficiency in % net calorific value basis,  $\eta$
    - Particulate matter (PM) emissions in mg/m<sup>3</sup> at 13% O<sub>2</sub>, [PM]
    - Organic gaseous compounds (OGCs) emissions in mgC/m<sup>3</sup> at 13% O<sub>2</sub>, [OGC]
    - Carbon monoxide (CO) emissions in mg/m<sup>3</sup> at 13% O<sub>2</sub>, [CO]
    - Oxides of nitrogen (NO<sub>x</sub>) emissions in mg/m<sup>3</sup> expressed as NO<sub>2</sub> at 13% O<sub>2</sub>, [NO<sub>x</sub>]
  - provision of the required product information
- Be compliant with the applicable requirements of Commission Delegated Regulation (EU) 2015/1186 of 24 April 2015 supplementing Directive 2010/30/EU of the European Parliament and of the Council with regard to the energy labelling of local space heaters
- The product shall comply with the UK Statutory instrument The Ecodesign for Energy Related Products Regulations 2010 and subsequent amendments.
- From 1<sup>st</sup> January 2023 all manufacturers shall be required to ensure and declare that their products comply with the GB and NI requirements for UKCA marking and will be required to resubmit their Type Test Report as issued by a UKCA Conformity Assessment Body under Statutory Instrument No. 465 The Construction Products (Amendment etc.) (Exit) Regulations 2019 and Statutory Instrument No 1359/2020 to cover Northern Ireland.

Products may also

- Be registered in England and/or Northern Ireland and/or Scotland and/or Wales as an exempt appliance under the Clean Air Act 1993 and subsequent amendments of this Act  
NOTE: clearSkies classifications of 3 or above do not imply smoke exemption registration in any specific country of the United Kingdom, as they may be registered in one or more but not all countries. Applicants will need to disclose for which countries the appliance is registered as an exempt appliance under the Clean Air Act 1993 and subsequent amendments of this Act. This information will then be made available to the public on the appliance's product listing in the clearSkies on-line product guide.

## **2.4 Measurements and Calculations**

Product performance shall be determined in accordance with the procedures and test conditions in the standards referenced in this paragraph (or equivalent procedures within applicable British Standards, other national standards of EU Member States or European Standards):

All tests must be carried out by, or witnessed by, an accredited laboratory, where "accredited" means accredited by the United Kingdom Accreditation Scheme (UKAS), or other equivalent national accreditation bodies recognised via the European Co-operation for Accreditation, the International Accreditation Forum, or the International Laboratory Accreditation Co-operation (ILAC) agreements.

From the 1<sup>st</sup> January 2023 all manufacturers shall be required to ensure and declare that their products comply with the GB and NI requirements for UKCA marking and will be required to resubmit their Type Test Report as issued by a UKCA Conformity Assessment Body

### *Measurements*

Measurement of the values of the required parameters in accordance with the standards and methods defined in the ecodesign regulation 2015/1185 shall be provided in the test report.

The European Commission published titles and references of transitional methods of measurement and calculation for the implementation of Regulation (EU) 2015/1185 and Regulation (EU) 2015/1186, in the Official Journal of the European Union<sup>4</sup>.

The information relevant to the parameters used in the Scheme is in the following table:

Parameter	Reference/title	Notes
Useful efficiency at nominal and minimum heat output: $\eta_{th, nom}$ , $\eta_{th, min}$	for all other open/closed fronted appliances and cookers: EN 16510-1:2013 § 7.3, A.6.2	Standard series EN 16510 will replace: EN 13240:2001 (EN 13240:2001/A2:2004/C2:2007) EN 13229:2001 (EN 13229:2011 § 6.8) EN 12815:2001 EN 12809:2001
Emissions of particulate matter (PM), according to Annex III 4 a) i) (1) ('heated filter')	for measurement according to (heated filter) EN 16510-1:2013, G.2	
Emissions of particulate matter (PM), according to Annex III 4 a) i) (2) ('dilution tunnel')	for measurement according to (full flow dilution tunnel) CEN/TS 15883:2009 Annex A.2	

Parameter	Reference/title	Notes
Emissions of particulate matter (PM), according to Annex III 4 a) i) (3)	for measurement according to CEN/TS 15883:2009 Annex A.3	
Emissions of organic gaseous compounds (OGC)	EN 16510-1:2013, F.4	
Emissions of carbon monoxide (CO)	EN 16510-1:2013 A.4.4.2 and A.6.2.6	
Emissions of nitrogen oxides (NO <sub>x</sub> )	EN 16510-1:2013 Annex E.5	

### Data preparation

If CO measurement results are provided in:

- ppm – convert to mg/m<sup>3</sup> as defined in EN 16510-1:2013 A.6.2.6 equation A.28

<sup>4</sup> Commission communication in the framework of the implementation of Commission Regulation (EU) 2015/1188 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for local space heaters, of the implementation of Commission Regulation (EU) 2015/1185 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for solid fuel local space heaters and of the implementation of Commission Delegated Regulation (EU) 2015/1186 supplementing Directive 2010/30/EU of the European Parliament and of the Council with regard to energy labelling of local space heaters (Publication of titles and references of transitional methods of measurement and calculation (1) for the implementation of Regulation (EU) 2015/1188, and in particular Annexes III and IV thereof, for the implementation of Regulation (EU) 2015/1185, and in particular Annexes III and IV thereof, and for the implementation of Regulation (EU) 2015/1186, and in particular Annexes VIII and IX thereof.) (Text with EEA relevance) (2017/C 076/02)

- vol % - convert to mg/m<sup>3</sup> as defined in EN 16510-1:2013 A.6.2.6 equation A.29

Any conversions of CO units for use in calculations will also be in accordance with these equations.

The Scheme classification calculation method uses the values for the following parameters from the independently verified ecodesign type test results. An appliance must achieve at least the values shown in bold to be eligible for the Scheme. For consistency the values will be rounded to the number of decimal places indicated using standard mathematical procedures.

Parameter	Format – number of decimal places	Permissible range of values for parameter	
		Maximum	Minimum
Useful efficiency at nominal heat output, % net, $[\eta_{th,nom}]_R$	0	100	<b>75</b>
Particles :			
Ecodesign method 1, heated filter, in mg/m <sup>3</sup> @ 13% O <sub>2</sub> , $[PM1]_R$ (wood and solid fossil fuel)	0	<b>40</b>	0
Ecodesign method 2, full flow dilution tunnel, in g/kg @ 13% O <sub>2</sub> , $[PM2]_R$ (wood and solid fossil fuel)	1	<b>5</b>	0
Ecodesign method 3, in g/kg @ 13% O <sub>2</sub> , $[PM3]_R$ (wood)	1	<b>2.4</b>	0
Ecodesign method 3, in g/kg @ 13% O <sub>2</sub> , $[PM3]_R$ (solid fossil fuel)	1	<b>5</b>	0
CO% @ 13% O <sub>2</sub> , $[CO]_R$	2	<b>0.12</b>	0.00
OGC in mgC/m <sup>3</sup> @ 13% O <sub>2</sub> , $[OGC]_R$	0	<b>120</b>	0
NOx in mg/m <sup>3</sup> @ 13% O <sub>2</sub> , $[NOx]_R$ :			
Wood	0	<b>200</b>	0
Solid fossil fuel	0	<b>300</b>	0

NOTE: If the EN 16510-1 method is followed for determining OGC the result is in terms of propane equivalents and the result is implicitly in mgC/m<sup>3</sup> but explicitly in mg/m<sup>3</sup>.

#### 2.4.1. Calculation of Combined Index, ("CI")

The rounded values for the parameters are used in calculation of the Combined Index.

#### 2.4.2 Normalisation of parameter values:

Efficiency:

$$[\eta_{th,nom}]_N = \frac{([\eta_{th,nom}]_R - 75)}{25}$$

CO:

$$[CO]_N = \frac{(0.12 - [CO]_R)}{0.12}$$

Particulate matter:

Where measured using ecodesign method 1, heated filter:

$$[PM]_N = \frac{(40 - [PM]_R)}{40}$$

Where measured using ecodesign method 2, full flow dilution tunnel:

$$[PM]_N = \frac{(5 - [PM2]_R)}{5}$$

Where measured using ecodesign method 3:

$$[PM]_N = \frac{(2.4 - [PM3]_R)}{2.4}$$

Organic gaseous carbon:

$$[OGC]_N = \frac{(120 - [OGC]_R)}{120}$$

Nitrogen oxides:

$$[NOx]_N = \frac{(200 - [NOx]_R)}{200}$$

### 2.4.3 Calculation of CI

$$CI = \frac{[\eta]_N + 2 \times ([CO]_N \times 0.38 + [PM]_N \times 0.38 + [OGC]_N \times 0.19 + [NOx]_N \times 0.05)}{3}$$

Round result down to 3 decimal places

The CI is used to determine the Scheme classification for a product as defined in paragraph 2.1 of this document.

## 2.5 Supporting Evidence

Supporting evidence shall be provided for each product presented for certification by the Scheme.

All evidence submitted shall be in one of the following file formats:

- Portable document format, i.e pdf
- One of the standard image formats, i.e. jpg, png

The minimum requirements for documentation are defined here:

### A. Product identification

- Clear image of the dataplate and other product identification marking applied to the product
- Clear image of the dataplate attached to the appliance
- The ErP label the identification of which shall agree with the identification on the data-plate

### B. Product certificates and declarations

- Manufacturers Declaration of Performance with regards to CE or UKCA marking of the product with regards to the Construction Products Regulation. NOTE: From 1<sup>st</sup> January 2023 the DoP should refer to UKCA and for each product there must be an ErP declaration of the information shown in its Table 1 (reproduced in Appendix 2 below) including the declared values for the parameters for all of the fuels used for each product presented for certification in the Scheme.

### *C. Test reports*

Test data submitted in support of applications for certification pursuant to the Scheme shall:

- Be provided by a CPR Notified Body (until 31<sup>st</sup> December 2022) or a UK Conformity Assessment Body (CAB), appointed by the entity commissioning the testing
- Be in English or in the Original language accompanied by a verified translation into English.
- Be presented in a report conforming to the requirements of the laboratory's accreditation under the current issue of ISO 17025 or equivalent – see Appendix 1 below
- Provide all the information defined in the relevant product testing standard (for EN16510-1 A7, - see Appendix 1 below)
- Provide all the information defined as required by the Scheme:
  - Confirmation that the item tested is a production model or a model representative of production and not a pre-production prototype that will be altered prior to production
  - Clear identification of each model to which the testing of a particular unit applies
  - A brief technical description of the main features of the test item, including an indication of the rated heat output
  - Information about the type of fuel(s) used and associated with the values measured during the tests
- NOTE 1: The Scheme acknowledges that there are instances where manufacturers have made a minor alteration to the name of the product following the Issue of the Type Test Report and before the product is introduced to the market. Provided that the name change is consistent across all documentation – the defra listing, dataplate, labels, manuals, technical fiche and the Declaration of Performance (DoP) and is clearly the product that was tested this will be deemed as acceptable to the Scheme and the name on the DoP will be used.
- NOTE 2: Manufacturers are required to affix nominal heat outputs on the dataplate. Where this is within 10% of the value recorded in the Type Test Report this will be deemed acceptable under the scheme but the value in the Type Test Report will be used in the submission and entry on the database.

**Appendix 1: Specifications of test reports****Complete Test Report – from ISO 17025:2017**

*For the avoidance of doubt, a ‘complete test report’ includes all the information necessary for the interpretation of the test results and all information required by the method used.*

**Clause 7.8.2** Each test report shall include at least the following information:

- a) a title (e.g. “Test Report”, “Calibration Certificate” or “Report of Sampling”);*
- b) the name and address of the laboratory;*
- c) the location of performance of the laboratory activities, including when performed at a customer facility or at sites away from the laboratory’s permanent facilities, or in associated temporary or mobile facilities;*
- d) unique identification that all its components are recognized as a portion of a complete report and a clear identification of the end;*
- e) the name and contact information of the customer;*
- f) identification of the method used;*
- g) a description, unambiguous identification, and, when necessary, the condition of the item;*
- h) the date of receipt of the test or calibration item(s), and the date of sampling, where this is critical to the validity and application of the results;*
- i) the date(s) of performance of the laboratory activity;*
- j) the date of issue of the report;*
- k) reference to the sampling plan and sampling method used by the laboratory or other bodies where these are relevant to the validity or application of the results;*
- l) a statement to the effect that the results relate only to the items tested, calibrated or sampled;*
- m) the results with, where appropriate, the units of measurement;*
- n) additions to, deviations, or exclusions from the method;*
- o) identification of the person(s) authorizing the report;*
- p) clear identification when results are from external providers.*

**Clause 7.8.3** In addition to the requirements listed in 7.8.2, test reports shall, where necessary for the interpretation of the test results, include the following:

- a) information on specific test conditions, such as environmental conditions;*
- b) where relevant, a statement of conformity with requirements or specifications (see 7.8.6);*

## Appendix 1: Specifications of test reports (continued)

### Test Report according to BS EN 16510-1:2018

#### A.7 Test report

*It is recommended to use the model test report of NB SG03 WG2 (intended to be published as EN16510-3).*

*Each page of the test report shall be numbered consecutively and shall specify the results of the testwork and any other additional information and shall contain at least the following details concerning the testwork undertaken on the appliance:*

- a) the name and address of the appliance manufacturer;*
  - b) the name, serial number and description of the appliance;*
  - c) a statement in accordance with 5.1 supporting the choice of appliance(s) tested enabling it (them) to represent the family of appliances covered by the type test report with reference to the characteristics detailed in Tables 9 and 10;*
  - d) a statement describing whether the materials, design and construction requirements specified in Clause 5 are met or failed, supported by actual measured values of dimensions, thicknesses, etc. together with supporting evidence and documentation as appropriate;*
  - e) a statement giving the manufacturer's specified nominal heat output and the specified refuelling interval at nominal heat output (see 7.7);*
- NOTE These parameters are required to calculate the fuel load for refuelling, as specified in A.4.2.*
- f) a statement describing whether the safety requirements specified in Clause 6 and performance requirements specified in Clause 7 are met or failed, supported by detailed mean and individual cycle results from all valid tests as specified in A.5;*
  - g) a statement of a need for special tools and/or a glove to operate controls and other items, e.g. ashpan with temperatures above the maximum specified in 6.5;*
  - h) a statement indicating whether a rear or top flue gas outlet connection was used for test and whether this mode was chosen as likely to be a worst case scenario;*
  - i) a statement describing whether the installation and operating instructions comply with the requirements specified in Clause 8;*
  - j) a copy of the marking information given on the appliance, and a statement whether the marking information complies with the requirements specified in Clause 10;*
  - k) the name and address of the test laboratory;*
  - l) a unique serial number for the report;*
  - m) the date of issue of the report;*
  - n) signature and legible name of the person taking responsibility for the content of the report;*
  - o) the analysis and specifications of the test fuels used during the testwork;*
  - p) a statement whether or not the appliance fully conforms with the requirements of EN 16510, i.e. EN16510-1 and prEN 16510-2-x;*
  - q) picture (s) of the installation of the appliance for all tests according to A.4.7 to A.4.10;*
  - r) graphs of weight and emission (CO, O<sub>2</sub>, CO<sub>2</sub>, NO<sub>x</sub>, OGC);*
  - s) description, weight and size (length and diameter) of the batch used (both nominal and safety), picture of fuel batch in combustion chamber;*
  - t) information on the settings of the controls for nominal and if any part load and slow combustion during type test.*

## Appendix 2: Regulation EU 2015/1185, Table 1 - Information requirements for solid fuel local space heaters

Table 1

### Information requirements for solid fuel local space heaters

Model identifier(s):											
Indirect heating functionality: [yes/no]											
Direct heat output: ... (kW)											
Indirect heat output: ... (kW)											
Fuel	Preferred fuel (only one):	Other suitable fuel(s):	$\eta_h$ [%]:	Space heating emissions at nominal heat output (*)				Space heating emissions at minimum heat output (*) (**)			
				PM	OGC	CO	NO <sub>x</sub>	PM	OGC	CO	NO <sub>x</sub>
				[x] mg/Nm <sup>3</sup> (13 % O <sub>2</sub> )				[x] mg/Nm <sup>3</sup> (13 % O <sub>2</sub> )			
Wood logs with moisture content $\leq 25$ %	[yes/no]	[yes/no]									
Compressed wood with moisture content $< 12$ %	[yes/no]	[yes/no]									
Other woody biomass	[yes/no]	[yes/no]									
Non-woody biomass	[yes/no]	[yes/no]									
Anthracite and dry steam coal	[yes/no]	[yes/no]									
Hard coke	[yes/no]	[yes/no]									
Low temperature coke	[yes/no]	[yes/no]									
Bituminous coal	[yes/no]	[yes/no]									
Lignite briquettes	[yes/no]	[yes/no]									
Peat briquettes	[yes/no]	[yes/no]									
Blended fossil fuel briquettes	[yes/no]	[yes/no]									
Other fossil fuel	[yes/no]	[yes/no]									
Blended biomass and fossil fuel briquettes	[yes/no]	[yes/no]									
Other blend of biomass and solid fuel	[yes/no]	[yes/no]									

Characteristics when operating with the preferred fuel only			
Item	Symbol	Value	Unit
<b>Heat output</b>			
Nominal heat output	$P_{nom}$	x	kW
Minimum heat output (indicative)	$P_{min}$	[x,x/N.A.]	kW
<b>Auxiliary electricity consumption</b>			
At nominal heat output	$el_{nom}$	x,xxx	kW
At minimum heat output	$el_{min}$	x,xxx	kW
In standby mode	$el_{stb}$	x,xxx	kW
<b>Permanent pilot flame power requirement</b>			
Pilot flame power requirement (if applicable)	$P_{pilot}$	[x,xxx/N.A.]	kW

Item	Symbol	Value	Unit
<b>Useful efficiency (NCV as received)</b>			
Useful efficiency at nominal heat output	$\eta_{d,nom}$	x,x	%
Useful efficiency at minimum heat output (indicative)	$\eta_{d,min}$	[x,x/N.A.]	%
<b>Type of heat output/room temperature control (select one)</b>			
single stage heat output, no room temperature control		[yes/no]	
two or more manual stages, no room temperature control		[yes/no]	
with mechanic thermostat room temperature control		[yes/no]	
with electronic room temperature control		[yes/no]	
with electronic room temperature control plus day timer		[yes/no]	
with electronic room temperature control plus week timer		[yes/no]	
<b>Other control options (multiple selections possible)</b>			
room temperature control, with presence detection		[yes/no]	
room temperature control, with open window detection		[yes/no]	
with distance control option		[yes/no]	

Contact details	Name and address of the manufacturer or its authorised representative.
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(\*) PM = particulate matter, OGCs = organic gaseous compounds, CO = carbon monoxide, NO<sub>x</sub> = nitrogen oxides  
 (\*\*) Only required if correction factors F(2) or F(3) are applied.



### 3. MEMBERS REQUIREMENT TO SUBMIT QUARTERLY SALES STATISTICS

- 3.1 It is an agreed objective of clearSkies to monitor uptake of the scheme and volumes of clearSkies certified appliances sold, so that the emissions saving and efficiency gains from the clearSkies label can be estimated, and this information provided to appropriate government bodies and local authorities.
- 3.2 As a result of this objective, it is agreed that all manufacturers or distributors having products certified under the clearSkies scheme will provide quarterly sales volumes per product listing in confidence to the clearSkies chair, who will then prepare consolidated quarterly sales statistics. Only the consolidated statistics will be made public and the individual returns will be kept confidential by the clearSkies board of directors.
- 3.3 The quarterly returns will be for the calendar quarters ending on the last day of March, June, September and December. The sales statistics must be submitted on a spreadsheet format as requested by the clearSkies chair by the end of the month following the quarter to which they relate.
- 3.4 Failure to submit the required sales statistics in accordance with this clause may result in the clearSkies Administrator being asked by the clearSkies board of directors to de-list any products for which statistics have not been submitted by the required dates.

### 4. CERTIFICATION SCHEME FEES

- 4.1 Initial and annual clearSkies Mark **Annual Account Fee** for checks, account creation and issue of credentials, annual review and account maintenance and promotion of the performance mark by the Administrator and the Company. The Annual Account Fee will be:
- set at an appropriate level by the clearSkies board to cover the administration and marketing costs of being a member of clearSkies. For the year ending 31 December 2023, this has been set at £295 per member;
  - All members will pay the same Annual Account Fee;
  - for all members the full Annual Account Fee will be invoiced at the start of January each year and due for payment within 30 days of the invoice date;
  - for any new member joining clearSkies during the year, they will be invoiced the appropriate proportion of the Annual Account Fee until the end of the calendar year in which they joined, with annual renewals thereafter.
- 4.2 An **Application Fee per Report** containing one dataset, plus a fee for each additional dataset that the Administrator has to review, which may be discounted where multiple applications with different reports are submitted simultaneously, as per Page 23 Section 5.2.
- A report:
- includes the test measurements for one product design;
  - may include datasets for more than one fuel where the results applicable to each fuel are clearly identified;

- states explicitly the identities of all the product models to which the testing is applicable; and
- meets the general requirements of reports in IEC/ISO 17025 and any given in the applicable testing standards.

**4.3 An Annual Product Listing Fee per product.**

These fees will comprise:

- Administrator charge (50% of fee) – maintenance and development of the database and of the application portal; and
- ClearSkies charge (50% of fee) – operation and maintenance of the Scheme website, Scheme promotion, development, QA and other responsibilities of certification Scheme owners.
- For existing members the Annual Product Listing Fees will be invoiced at the start of January each year and due for payment within 30 days of the invoice date;
- for any new products joining clearSkies during the year, the member will be invoiced when the products are listed the appropriate proportion of the Annual Product Listing Fees until the end of the calendar year in which they were first listed, with annual renewals thereafter.

## 5. CERTIFICATION SCHEME FEES - 2023

### 5.1 Annual Account Fee:

This will be an annual fee of £295 per Member.

### 5.2 Application Fees per Report:

Reports	Application processing fees
Report 1	£450
Reports 2 to 5, when submitted simultaneously	£400
Reports 6 to 10, when submitted simultaneously	£350
Reports 11 and above, when submitted simultaneously	£300
Additional Dataset for Multifuel results	£200
Resubmission of failed application ( <i>ie where a previous application has been rejected</i> )	£400
Additional work for application processing where e.g. correct documents not submitted with application	£125/h

### 5.3 Annual Product Listing Fee:

The Annual Product Listing Fee operates with a volume reduction tariff as follows:

Products number	Annual Scheme product listing fee	Annual product certification fee	Total annual product fee
1-20	£50.00	£50.00	£100
21-50	£40.00	£40.00	£80
51-100	£32.50	£32.50	£65
>100	£25.00	£25.00	£50

These fee rates will be applied in a progressive way such that all applicants pay the same for products in each tranche regardless of whether they have products in the next tranche, i.e. for their first 20 products all Account Holders pay £100 per product, for their 21<sup>st</sup> to their 50<sup>th</sup> product all Account Holders pay £85 per product etc. The numbers of products are those from an Account Holder concurrently certificated and listed in the Scheme. Each product model and each fuel variant for individual models attract a listing fee.

### 5.4 Post listing update fees:

Change	Charge
<i>Addition of material that doesn't require review:</i>	
e.g. a product image, product installation manual, product user manual, manufacturer logo, etc.	No charge (these are optional uploads made to the applicant's account)
<i>Material that requires review:</i>	
General – subject to discussion and agreement with applicant	£125/h
Check whether there are conflicts between installation instructions and the guidance provided in the relevant, current issues of the building regulation guidance documents per report. This will be in accordance with specific requirements defined by the Company.	POA
New test data – a new application will be required.	Normal Application fees apply

## Commercial terms

- All fees quoted herein are exclusive of VAT
- All invoices will be payable within 30 days and work will not commence until invoices have been paid
- The General Terms and Conditions of the Scheme Administrator, the Scheme Certification Body and clearSkies Mark Ltd shall apply

**Example fee calculations:**

**Example 1:** Manufacturer X has 25 products across 15 fireboxes (ie 10 products are the same firebox dressed differently but with the same test results and on the same report) with 15 test reports.

Their fees in **Year 1** would be:

Annual account fee	£295
Report fees (15 – 1@£450, 4@£400, 5@£350, 5@£300)	£5,300
Annual Product Listing Fee (25 – 20@£100, 5@£80)	£2,400
<b>Total</b>	<b>£7,995</b>
<b>In Year 2</b> the fees would only be	<b>£2,695</b>

**Example 2:** Manufacturer Y has 55 products across 20 fireboxes (ie 35 products are the same firebox dressed differently but with the same test results and on the same report) with 20 test reports.

Their fees in **Year 1** would be:

Annual account fee	£295
Report fees (20 – 1@£450, 4@£400, 5@£350, 10@£300)	£6,800
Annual Product Listing Fee (55 – 20@£100, 30@£80, 5@£65)	£4,725
<b>Total</b>	<b>£11,820</b>
<b>In Year 2</b> the fees would only be	<b>£5,020</b>

**Example 3:** Manufacturer W has 6 products across 6 fireboxes with 6 test reports. However, 3 of these products are Multifuel and have datasets for both Wood and Mineral Fuels in their test reports.

Their fees in **Year 1** would be:

Annual account fee	£295
Report fees (6 – 1@£450, 4@£400, 1@£350)	£2,400
Additional Datasets for Multifuel results (3@£200)	£600

Annual Product Listing Fee (9 – 9@£100)

£900

**Total**

**£4,195**

In **Year 2** the fees would only be

**£1,195**

## **6. USER MANUAL FOR APPLICATIONS**

### **6.1 Scheme Users**

The Scheme is for use by legal entities placing products that are within the scope of the Scheme on the market in the United Kingdom.

To use the Scheme a valid user account for the Scheme must first be created. Users of the Scheme are referred to as Account Holders.

### **6.2 Scheme Account**

To set up a Scheme account any potential user must provide information as defined by the Scheme and pay any associated fees as defined by the Scheme. The information includes information about the entity, identification of individuals with authority to act on behalf of the entity and provision of contact details.

### **6.3 Product Manufacturing Control**

Products presented for certification must be compliant with relevant legislation including having been manufactured under a control system.

The ecodesign directive 2009/125 identifies two approaches to product quality:

- Internal Design Control
- Management system for assessing conformity

The descriptions provided in the directive have legal standing however, they are reproduced in Appendix 3 below for reference.

The applicant must indicate which approach has been adopted for the manufacture of the products and make a formal declaration that the approach is being used for the manufacture of all products that are within the scope of the directive.

The information will be verified by the Scheme Administrator in accordance with the rules set by the Company.

Once verification has been completed and the user account is confirmed the user may use the account to:

- Make applications for certification and for inclusion in the ClearSkies on-line listing
- View status of applications
- Make payments to the Scheme
- Request amendments to entries
- Upload non-critical material such as images

### **6.4 Creating applications**

Once an account has been created by an applicant organisation and verified it can be used by the specified individuals to create applications for certification.

Creating an application in the system will create a contract with the CB with regards to the certification process for the products included in the application.

### **6.5 Submission of evidence**

Evidence that the products meet the criteria shall be uploaded to the application portal.

The minimum evidence requirements are defined in the Scheme criteria, Supporting Evidence paragraph 2.5 above. In summary this falls into three categories:

*A. Product identification*

*B. Product certificates and declarations*

*C. Test reports*

## **6.6 Photographs of products in the application**

Photographs of products in the application shall be uploaded to the application portal as directed. These photographs must either be a close-cropped photograph of the product from a face on position or at a slight angle where the front of the product is clearly visible or a cut-out of the product with a white background. Any photographs which do not meet these criteria will either be rejected as part of the application process or will be cropped to meet the criteria as part of the application process. The applicant will have the right to resubmit new photographs as part of the application process if the initial photographs submitted are either rejected or altered by the Administrator. Failure to provide compliant photographs will delay the product being approved for listing.

## **6.7 Payment of application fees**

The applicable fees for the Scheme are defined in the current issue of the Scheme Fee Rates. The 2023 Scheme Fee Rates are set out above in paragraph 4.

Once all required information has been entered or uploaded to the application portal a notification of charges will be issued.

Fees will be charged by the Administrator in accordance with paragraph 4 and collected and accounted for to the Company in accordance with the contract between the Administrator and the Company.

## **6.8 Assessment of applications and supporting evidence**

Assessment will not commence until payment has been received.

The applications will be assessed against the requirements defined in the product eligibility criteria.

Non-conformities to be addressed within the timescales stated in the Scheme definition (paragraph 1 above). The necessary information and evidence must be supplied within 30 days except in the case where product testing is required, in which case an application may be on hold for up to 90 days.

NOTE: If the information required to address non-conformities is not supplied within these times the applications will be closed. The same products may be submitted again but will be treated as new applications with the associated charges applicable.

## **6.9 Certification decision**

The certification decision will be made by the certification body decision maker based on the findings of the assessment.

The applicant will be notified electronically through the application portal. An automated email message will inform the applicant that a notification message for them has been placed in the portal.

The message will state which classification mark has been awarded to each product.

#### **6.10 Licence**

The applicant must formally agree to abide by the terms of the clearSkies licence.

Once agreement has been confirmed:

- the appropriate mark files will be available in the portal account.
- The products will be included in the on-line product listing

#### **6.11 Use of the clearSkies Marks**

The use of the clearSkies Marks is controlled by the rules in the Scheme brand guidelines set out in a separate document, the clearSkies Brand Guidelines. Agreeing to the clearSkies licence commits the applicant to abide by the clearSkies Brand Guidelines in its use of the Marks.

### Appendix 3: Manufacturing control routes defined in the ecodesign directive 2009/125

Applicants for an account will be required to declare which approach they have adopted to achieve compliance with the Directive.

#### ANNEX IV

##### Internal design control

(referred to in Article 8(2))

1. This Annex describes the procedure whereby the manufacturer or its authorised representative who carries out the obligations laid down in point 2 ensures and declares that the product satisfies the relevant requirements of the applicable implementing measure. The EC declaration of conformity may cover one or more products and must be kept by the manufacturer.
2. A technical documentation file making possible an assessment of the conformity of the product with the requirements of the applicable implementing measure must be compiled by the manufacturer. The documentation must contain, in particular:
  - (a) a general description of the product and of its intended use;
  - (b) the results of relevant environmental assessment studies carried out by the manufacturer, and/or references to environmental assessment literature or case studies, which are used by the manufacturer in evaluating, documenting and determining product design solutions;
  - (c) the ecological profile, where required by the implementing measure;
  - (d) elements of the product design specification relating to environmental design aspects of the product;
  - (e) a list of the appropriate standards referred to in Article 10, applied in full or in part, and a description of the solutions adopted to meet the requirements of the applicable implementing measure where the standards referred to in Article 10 have not been applied or where those standards do not cover entirely the requirements of the applicable implementing measure;
  - (f) a copy of the information concerning the environmental design aspects of the product provided in accordance with the requirements specified in Annex I, Part 2; and
  - (g) the results of measurements on the ecodesign requirements carried out, including details of the conformity of these measurements as compared with the ecodesign requirements set out in the applicable implementing measure.
3. The manufacturer must take all measures necessary to ensure that the product is manufactured in compliance with the design specifications referred to in point 2 and with the requirements of the measure which apply to it.

#### ANNEX V

##### Management system for assessing conformity

(referred to in Article 8(2))

1. This Annex describes the procedure whereby the manufacturer who satisfies the obligations of point 2 ensures and declares that the product satisfies the requirements of the applicable implementing measure. The EC declaration of conformity may cover one or more products and must be kept by the manufacturer.
2. A management system may be used for the conformity assessment of a product provided that the manufacturer implements the environmental elements specified in point 3.
3. Environmental elements of the management system This point specifies the elements of a management system and the procedures by which the manufacturer can demonstrate that the product complies with the requirements of the applicable implementing measure.
  - 3.1. The environmental product performance policy
 

The manufacturer must be able to demonstrate conformity with the requirements of the applicable implementing measure. The manufacturer must also be able to provide a framework for setting and reviewing environmental product performance objectives and indicators with a view to improving the overall environmental product performance. All the measures adopted by the manufacturer to improve the overall environmental performance of, and to establish the ecological profile of, a product, if required by the implementing measure, through design and manufacturing, must be documented in a systematic and orderly manner in the form of written procedures and instructions. These procedures and instructions must contain, in particular, an adequate description of:



    - (a) the list of documents that must be prepared to demonstrate the product's conformity, and, if relevant, that have to be made available;
    - (b) the environmental product performance objectives and indicators and the organisational structure, responsibilities, powers of the management and the allocation of resources with regard to their implementation and maintenance;
    - (c) the checks and tests to be carried out after manufacture to verify product performance against environmental performance indicators;
    - (d) the procedures for controlling the required documentation and ensuring that it is kept up-to-date; and
    - (e) the method of verifying the implementation and effectiveness of the environmental elements of the management system.
  - 3.2. Planning
 

The manufacturer must establish and maintain:

    - (a) procedures for establishing the ecological profile of the product;
    - (b) environmental product performance objectives and indicators, which consider technological options, taking into account technical and economic requirements; and
    - (c) a programme for achieving these objectives.
  - 3.3. Implementation and documentation
    - 3.3.1. The documentation concerning the management system must, in particular, comply with the following:
      - (a) responsibilities and authorities must be defined and documented in order to ensure effective environmental product performance and reporting on its operation for review and improvement;
      - (b) documents must be established indicating the design control and verification techniques implemented and processes and systematic measures used when designing the product; and
      - (c) the manufacturer must establish and maintain information to describe the core environmental elements of the management system and the procedures for controlling all documents required.
    - 3.3.2. The documentation concerning the product must contain, in particular:
      - (a) a general description of the product and of its intended use;

- (b) the results of relevant environmental assessment studies carried out by the manufacturer, and/or references to environmental assessment literature or case studies, which are used by the manufacturer in evaluating, documenting and determining product design solutions;
  - (c) the ecological profile, where required by the implementing measure;
  - (d) documents describing the results of measurements on the ecodesign requirements carried out including details of the conformity of these measurements as compared with the ecodesign requirements set out in the applicable implementing measure;
  - (e) the manufacturer must establish specifications indicating, in particular, standards which have been applied; where standards referred to in Article 10 are not applied or where they do not cover entirely the requirements of the relevant implementing measure, the means used to ensure compliance; and
  - (f) copy of the information concerning the environmental design aspects of the product provided in accordance with the requirements specified in Annex I, Part 2.3.4. Checking and corrective action
- 3.4.1. The manufacturer must:
- (a) take all measures necessary to ensure that the product is manufactured in compliance with its design specification and with the requirements of the implementing measure which applies to it;
  - (b) establish and maintain procedures to investigate and respond to non-conformity, and implement changes in the documented procedures resulting from corrective action; and
  - (c) carry out at least every three years a full internal audit of the management system with regard to its environmental elements.

**Schedule 1 – the clearSkies Marks**

Mark	Application/Registration number	Application Date	Classes
	UK00003462063	29.1.2020	11
	UK00003462067	29.1.2020	11

**Schedule 2 - clearSkies Brand Guidelines**



# clearSkies Brand Guidelines

January 2020 – version 1 (final)

## clearSkies Brand Guidelines

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#### 4. How do I get the clearSkies Mark or Product Mark

## 1. Introduction

### 1.1 About clearSkies

The certification mark for Energy and Emissions performance for domestic wood and solid fuels stoves and fireplaces.

The background and regulations of the clearSkies product approval scheme (the **Scheme**) are set out in a separate document – clearSkies Scheme Regulations, which can be downloaded from the clearSkies website.

### 1.2 clearSkies Brand Guidelines

The clearSkies brand marks (the clearSkies Mark and the clearSkies Product Mark, as defined in 1.3 below, together the **Marks**) have been purposefully designed to stand with their own unique distinctive identities. The purpose of these guidelines is to ensure the maintenance of consistent use of the Marks without deformation of the Marks or misrepresentation of the Scheme or certified products.

This document contains details on the Marks that may be used by applicants once the applicant is approved to use the Marks and to assist them on the correct use of the Marks for their products.

All the details and information required for the correct use of the Marks are contained within this document and the clearSkies website, and it is only from these sources that information on the use of the mark should be taken.

### 1.3 Defined Terms and Use

#### clearSkies

clearSkies is ClearSkies Mark Limited, a company incorporated in England and Wales under number 12311369 whose registered office is at The Barn, Old Shirehorse Centre, Clifford Lane, Clifford Chambers, Stratford-Upon-Avon, Warwickshire, United Kingdom, CV37 8HW

#### The Scheme

The clearSkies product approval scheme (the **Scheme**) certifies solid fuel local space heaters and solid fuel local space heater boilers as set out in clearSkies Scheme Regulations document, which can be downloaded from the clearSkies website. Certification of a product allows its producer to apply for a licence to use the clearSkies Marks to indicate that the product is so certified.

## The clearSkies Administrator

The clearSkies Scheme Administrator is Kiwa (Kiwa House Malvern View Business Park, Stella Way, Bishops Cleeve, Cheltenham, Gloucestershire, GL52 7DQ). Kiwa, an appropriately qualified certifying body, is appointed by clearSkies to manage the operation of the Scheme on its behalf.

## The clearSkies Mark

The clearSkies Mark is a registered Certification Mark owned by clearSkies and used in reference to the Scheme as set up and overseen by clearSkies. Use of the mark must comply at all times with these guidelines. Whenever the clearSkies Mark is used in a brochure, website or other sales and marketing material it must be referenced in supporting text as a Certification Mark for Energy and Emissions Performance as provided for at 2.1.

The clearSkies Administrator monitors and administers the issuing of licences for use of the clearSkies Mark on its behalf.

The clearSkies Mark consists of the clearSkies wording in a blue surrounding with a green leaf, as set out below.



## The clearSkies Product Mark

The clearSkies Product mark is a registered Certification Mark of clearSkies and used in reference to certified products within the Scheme and the level achieved for each approved product. Use of the mark must comply at all times with these guidelines.

The clearSkies Product mark has two elements

First the clearSkies logo and leaf motive.

Secondly, the certified classification level given to each certified product within the Scheme.

The two elements combine into the clearSkies mark to clearly identify the level achieved by the certified product within the Scheme, eg:



Again, whenever the clearSkies Product Mark is used in a brochure, website or other sales and marketing material it must be referenced in supporting text as a Certification Mark for Energy and Emissions Performance as provided for at 2.4.

The clearSkies Administrator monitors and administers the issuing of licences for use of the clearSkies Product Mark on its behalf.

## 1.4 Misuse of the Marks

The Marks are only available to licenced users and only on those products approved and granted use of the mark at the certificated level by the clearSkies Administrator.

Use of the Marks in any other way or in non-compliance with these guidelines may lead to the withdrawal of the organisations licence to use the Marks and participation within the Scheme.

If you are not licenced to use the Marks but wish to do so then please contact the clearSkies Administrator.

Compliance with these clearSkies Brand Guidelines is a condition of continued use of the Marks and the users' inclusion in the Scheme.

## 2. Branding

The following pages explain the Marks, and how to use the Marks in relation to the promotion of approved products and the wider awareness of the Marks and the Scheme.

### 2.1 clearSkies Mark

An approved manufacturer or distributor of the clearSkies scheme is licenced to use the clearSkies Mark in reference to and promotion of the clearSkies Scheme. Whenever the clearSkies Mark is used the following strap line should be contained within accompanying text, and in close proximity, to the clearSkies Mark , *'The certification mark for Energy and Emissions performance for domestic wood and solid fuels stoves and fireplaces.'* This is a minimum requirement and the clearSkies Mark should not be used alone.

The clearSkies Mark must be used with clear space around it and with a minimum size of 30mm exclusion zone around it as details shown below:



Leaving this gap around the whole mark ensures that the clearSkies Mark stands out against any background or other logos used in any document. The artwork files already contain this crop area

## 2.2 Incorrect Use of the clearSkies Mark

The clearSkies Mark may be scaled up or down according to the particular use, however the mark must never be scaled disproportionately, or reduced to a size smaller than 30mm

The mark must also never be manipulated or redrawn, only use artwork files originating directly from the clearSkies Administrator. It is essential that the mark is used in the correct way which ensures brand recognition and consistency across the industry.

There are many ways in which the mark might be used, but care must be taken that the mark must not be, for example:

- A. Used without all essential elements or edited in any way



- B. Used in any different colours



- C. Flipped



D. Rotated



E. Scaled non-proportionally



F. Reflected

G. Overlaid above an image without surrounding exclusion zone

H. Overlaid over a colour image without surrounding exclusion zone



## 2.3 clearSkies Product Mark

If you are the manufacturer or distributor of products that have had products certified to meet the clearSkies Product Mark criteria through the clearSkies Scheme you will receive an electronic certificate for each approved product and the clearSkies level for that product.

The issued certificate is your licence to use the appropriate clearSkies Product Mark with the approved product. How this is used is at the discretion of the manufacturer provided the clearSkies Product Mark is used and applied in accordance with these guidelines.

The clearSkies Administrator as well as sending your product certificate will supply these clearSkies Brand Guidelines along with the appropriate mark for the certificated product.

For Larger format files of the Marks or any other advice on the use of the Marks please contact [clearSkies.org](http://clearSkies.org)

## 2.4 Use of the clearSkies Product Mark

The clearskies Product Mark consists of two elements, the clearSkies logo and leaf motive, and the certified classification level given to each certified product within the scheme. Together these make the mark and must be considered a single mark at all times, without the use of either element alone.

Wherever the clearskies Product Mark is used, it must be shown clearly and easily identifiable with the specific certificated product and not used on generic representation on families or groups of products. This could lead to misrepresentation of certificated products alongside non-certificated products, or misrepresentation of the level of specific products. If a list of products is certificated each represented product must include its own appropriate clearSkies Product Mark for each certificated product.

The clearSkies Product Mark should only be on websites, printed literature, adverts, other social media or marketing material clearly associated with individual certificated products.

All manufacturers and distributors of certificated products are encouraged to use and promote the clearSkies Product Mark at all times for certificated products. Supporting text wherever possible should also refer to the Scheme as *'The certification mark for Energy and Emissions performance for domestic wood and solid fuels stoves and fireplaces'* to raise awareness and educate consumers of the scheme and the benefits of choosing clearSkies certified products.

Where a Scheme member chooses not to use the registered clearSkies Product Mark, they cannot use an alternative mark or logo to convey scheme compliance.

## 2.5 Correct Use of the clearSkies Product Mark

Figure 1 shows the default versions of the clearSkies Product Mark for the current certificated product levels of 3, 4 or 5.

Figure 1:



The clearSkies Product Mark must be used with clear space around it and a minimum size of 30mm exclusion zone around it, in the same manner as shown below on the clearSkies Mark.



Leaving this gap around the whole mark ensures that the mark stands out against any background or other logos used in any document. The artwork files already contain this crop area.

The correct clearSkies Product Mark must be applied to each and every product clearly associated with it and not in any way cover a group or family of products.

When placing or importing the mark in Indesign or Photoshop, select crop to 'Crop' to include the mark exclusion zone (as shown above). Do not crop to 'Bounding box'.

These are available in either the full colour versions or black and white.

## 2.6 Incorrect Use of the clearSkies Product Mark

The clearSkies Product Mark may be scaled up or down according to the particular use, however the mark must never be scaled disproportionately, or reduced to a size smaller than 30mm

The mark must also never be manipulated or redrawn, only use the artwork files originating from and issued by clearSkies. It is essential that the mark is used in the correct way which ensures brand recognition and consistency across the industry.

There are many ways in which the mark might be used, but care must be taken that the mark must not be, for example:

- A. Used without all essential elements or edited in any way
- B. Used in any different colours

- C. Flipped
- D. Rotated
- E. Scaled non-proportionally
- F. Reflected
- G. Overlaid above an image without surrounding exclusion zone
- H. When on a page with several products each product should have its own clearSkies Product Mark and it is clear which mark relates to which product

Examples of incorrect use of the clearSkies Mark are set out in 2.2 above and the examples apply equally to clearSkies Product Mark.

## 3. Colours

### 3.1 Colours

The Marks are available in colour and black and white. The Marks must only be used in these colours:



C: 76%  
M: 24%  
Y: 0%  
K: 0%

R: 28  
G: 154  
B: 215  
#1c9ad7



C: 41%  
M: 1%  
Y: 100%  
K: 0%

R: 174  
G: 201  
B: 11  
#aec90b

Where possible use Pantone inks for print work

When using four-colour process (CMYK), use the colour breakdown as shown

Use RGB colours for on-screen and web work

## 4. How do I get the clearSkies Mark or Product Mark?

Application for use of the clearSkies Mark and clearSkies Product Mark can be made either to the clearSkies Administrator, which is Kiwa (Kiwa House Malvern View Business Park, Stella Way, Bishops Cleeve, Cheltenham, Gloucestershire, GL52 7DQ) or directly to clearSkies (email: [erica@stoveindustryalliance.com](mailto:erica@stoveindustryalliance.com)).

The clearSkies Mark and Product Mark should only be used in conjunction with stove and fireplace appliances that have been certified as meeting the clearSkies criteria by the clearSkies Administrator.

**Schedule 3 – clearSkies Dispute Resolution Procedure**

Any dispute arising between an Account Holder and the Company out of or in connection with these regulations, it shall be dealt with as follows.

The dispute resolution process may be initiated at any time by the Account Holder party contacting the Company in writing setting out reasonable information as to the nature of the dispute.

Upon receipt of this notice, the Company shall use all reasonable endeavours to review the dispute notice and issue a decision in accordance with these regulations.

If the dispute has not been resolved, or a decision has not been issued within 21 days of the date of delivery of the written notice (next working day by post, the same day by email if issued before 17:30 GMT), then the matter shall be referred to an independent mediator appointed by the Company.

The outcome of the independent mediation shall be final.

Any disputes between the Company and the Administrator shall be resolved in accordance with the terms of the Contract to Administer the ClearSkies Scheme signed by the Company and the Administrator.

Schedule 4 – clearSkies Marks Licence

**DATED** \_\_\_\_\_ **20[ ]**

(1) **CLEARSKIES MARK LIMITED**

(2) **[INSERT]**

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**CLEARSKIES MARKS LICENCE**

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**THIS AGREEMENT** is made on [insert date]

## **PARTIES**

- (1) clearSkies Mark Limited a company incorporated in England and Wales under number 12311369 and a registered office of The Barn, Old Shirehorse Centre, Clifford Lane, Clifford Chambers, Stratford-Upon-Avon, Warwickshire, CV37 8HW (**Licensor**); and
- (2) [insert name], a company incorporated in England and Wales under number [insert company number], with a registered office is of [insert address] (**Licensee**).

(each of the Licensor and the Licensee being a party and together the Licensor and the Licensee are the **parties**).

## **BACKGROUND**

- (A) The Licensor is the proprietor of **the UK certification Marks (the Marks) as set out in Schedule 1 of this agreement**.
- (B) The Licensee has applied for certification of the Licensed Products in accordance with the Licensor's Scheme Regulations (set out at **Schedule 2** of this agreement), has been granted certification under the Scheme Regulations by the Licensor, and now agrees to comply with the terms of the this agreement, the Scheme Regulations, and the Brand Guidelines document (set out at **Schedule 3** of this document).
- (C) In return the Licensor agrees to grant a licence to the Licensee to use the Marks in accordance with the terms of this agreement.

## **AGREEMENT:**

### **1. Definitions and interpretation**

#### **1.1. In this agreement:**

##### **Brand Guidelines**

means the guidelines produced by the Licensor setting out the manner in which the certification Marks may be used, the current version of which is annexed at **Schedule 3** of this agreement (and which may be amended from time to time upon notice in writing by the Licensor to the Licensee);

##### **The Marks**

means the certification Marks particulars of which are set out in **Schedule 1** of this agreement; and

##### **Intellectual Property Rights**

means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in Confidential Information, know-how, trade secrets, geographical indications, trade marks, certification marks, service marks, trade names, design rights, rights in get-up, database rights, databases, domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case:

- (a) whether registered or not;

- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing.

**Licensed Products**

means the goods at **Schedule 4** that have been certified in accordance with the Scheme Regulations, and to which the Marks are to be applied by the Licensee under this agreement.

**Scheme Regulations**

means the regulations at **Schedule 2** setting out the certification requirements to be met and adhered to by the Licensee and the Licensed Products at all material times.

**Territory**

means the United Kingdom;

1.2. In this agreement:

- 1.2.1. a reference to this agreement includes its schedules, appendices and annexes (if any);
- 1.2.2. a reference to a party includes that party's personal representatives, successors and permitted assigns;
- 1.2.3. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4. a reference to a gender includes each other gender;
- 1.2.5. words in the singular include the plural and vice versa;
- 1.2.6. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7. the table of contents, background section and any clause, schedule or other headings in this agreement are included for convenience only and shall have no effect on the interpretation of this agreement; and
- 1.2.8. a reference to legislation is a reference to that legislation as in force as at the date of this agreement.

**2. Grant of rights**

- 2.1. Subject to the terms and conditions of this agreement, and the Licensee's and the Licensed Products' ongoing compliance with the Scheme Regulations and the Brand Guidelines, the Licensors hereby grants to the Licensee a revocable, non-exclusive, non-transferable, non-sublicensable licence to use the Marks on or in connection with the promotion, advertising, distribution and sale of Licensed Products in the Territory.
- 2.2. The Licensors reserves the right itself to use and to license others to use the Marks in the Territory without recourse or notice to the Licensee.

### **3. Licensee obligations**

- 3.1. The Licensee and the Licensed Products shall at all times comply with and conform to the terms of (1) this agreement, (2) the Scheme Regulations, and (3) the Brand Guidelines.
- 3.2. The Licensee shall not register or make any application to register any trade mark, design or other registered right which incorporates anything confusingly similar to any of the Marks.

### **4. Use of the Marks**

- 4.1. The Licensee will use the Marks only in the form, colour, design, style and manner directed or approved by the Licensor in writing from time to time and in accordance with the Brand Guidelines.
- 4.2. The Licensee shall ensure that it complies with any applicable laws, regulations or standards relating to the manufacture or distribution of the Licensed Products, including those set out in the Scheme Regulations and Brand Guidelines.
- 4.3. The Licensee shall notify the Licensor of any defects in the Licensed Products that come to light as a result of customer complaints or otherwise.
- 4.4. The Licensee agrees to provide for approval to the Licensor, at the Licensee's cost, specified samples of each form of the Licensed Products to allow the Licensor to determine compliance of the Licensed Products with this agreement.
- 4.5. The Licensee shall not sell any Licensed Products where:
  - 4.5.1. samples of materials, packaging or Licensed Products have not been certified by, or are not certified by the Licensor;
  - 4.5.2. the Licensed Products have been deemed by the Licensor to be defective, damaged or not in compliance with any legal or regulatory requirements, the Scheme Regulations, or the Brand Guidelines.
- 4.6. The Licensee shall supply to Licensor such information in relation to its use of the Marks or otherwise relating to this agreement as the Licensor may reasonably require.

### **5. Title to the Marks and goodwill**

- 5.1. The Licensee expressly acknowledges that the Licensor is the absolute owner of the Marks.
- 5.2. Except as expressly set out in this agreement or otherwise expressly agreed in writing by the parties, no Intellectual Property Rights of either party or otherwise are assigned or transferred.
- 5.3. The Licensee shall not make any representations or undertake any acts which indicate that the Licensee has any right, title or interest in or to the Marks other than under the terms of this agreement.
- 5.4. The Licensee shall not do, nor cause or authorise to be done:
  - 5.4.1. anything which shall or may impair, damage or be detrimental to the reputation or goodwill associated with the Licensor or the Marks;
  - 5.4.2. anything which may adversely affect the value of the Marks; or
  - 5.4.3. anything which may jeopardise or invalidate any registration or application for the Marks.
- 5.5. Any and all goodwill that arises in relation the Marks through the use of the Marks by the Licensee shall accrue automatically to the Licensor. The Licensee agrees, upon request, to execute any

and all documentation necessary to vest such goodwill in the ownership of the Licensor or evidence such ownership.

#### **6. Indemnity by the Licensee**

The Licensee shall indemnify the Licensor from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Licensor as a result of or in connection with any action, demand or claim in connection with the Licensee's breach of this agreement including any product liability claims relating to the Licensed Products used, manufactured or supplied by the Licensee.

#### **7. Force majeure**

Neither party shall have any liability under or be deemed to be in breach of this agreement for any delays or failures in performance of this agreement which result from any event beyond the reasonable control of that party. The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If such an event continues for a continuous period of more than three months, either party may terminate this agreement by written notice to the other party.

#### **8. Transfer of rights**

The Licensee shall not be entitled to grant sub-licences under this agreement.

#### **9. Term and termination**

This agreement shall commence on the date of this agreement and shall continue in full force and effect for a period until revoked by the Licensor by giving written no less than 1 month's written notice to the Licensee.

#### **10. Entire agreement**

The parties agree that this agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

#### **11. Further assurance**

Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this agreement.

#### **12. Variation**

No variation of this agreement shall be valid or effective unless it is in writing, refers to this agreement and is duly signed or executed by, or on behalf of, each party.

#### **13. No partnership or agency**

Nothing in this agreement constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.

#### **14. Severance**

If any provision of this agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this agreement shall not be affected.

## 15. Survival

Provisions which by their terms or intent are to survive termination of this agreement shall do so.

## 16. Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

## 17. Third party rights

No one other than a party to this agreement shall have any right to enforce any of its provisions.

## 18. Governing law

This agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

## 19. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this agreement, its subject matter or formation (including non-contractual disputes or claims).

## 20. Counterparts

This agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.



**This agreement has been entered into on the date stated at the beginning of it.**

Signed by [INSERT NAME]	)	
For and on behalf of	)	
clearSkies Mark Limited	)	Director

Signed by [INSERT NAME]	)	
For and on behalf of	)	
[INSERT LICENSEE DETAILS]	)	Director

## Schedule 1 The Marks

The certification Marks comprise the following:

Mark	Application/Registration number	Application Date	Classes
	UK00003462063	29.1.2020	11
	UK00003462067	29.1.2020	11

## **Schedule 2     Scheme Regulations**

[INSERT]

### **Schedule 3    Brand Guidelines**

[INSERT]

#### **Schedule 4 Licensed Products**

The Licensed Products on and in respect of which the Marks may be used within the Territory are as follows: